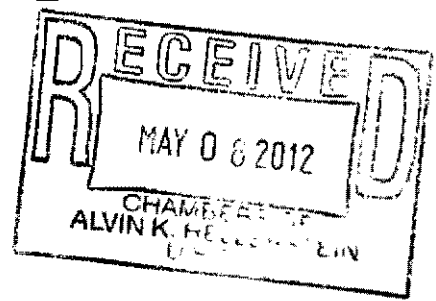


UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK



YUE WANG, et. al.,

Plaintiffs,

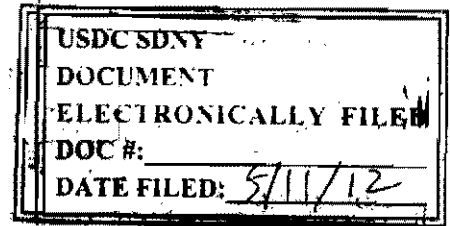
-against-

THE CITY OF NEW YORK, et. al.,

Defendants.

**STIPULATION AND ORDER  
OF SETTLEMENT AND  
DISMISSAL**

05 Civ. 4679 (AKH)(FM)



**WHEREAS**, plaintiffs commenced this action by filing a complaint on or about May 13, 2005, and an amended complaint on September 12, 2005, alleging that defendants violated plaintiff's federal civil rights; and

**WHEREAS**, defendants have denied any and all liability arising out of plaintiffs' allegations; and

**WHEREAS**, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

**WHEREAS**, plaintiffs have authorized their counsel to agree to the terms set forth below;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendants, with prejudice, and without costs, expenses, or fees in excess of the amounts specified in paragraph "2" through "8" below.

2. Defendant City of New York hereby agrees to pay plaintiff Wei Shen One Thousand Five Hundred (\$1,500.00) Dollars, plus the portion of the total attorneys' fees, costs and expenses set forth in paragraph 8 below, in full satisfaction of all claims, including claims for costs,

expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action from the beginning of the world to the date of the General Release, including claims for costs, expenses and attorneys' fees.

3. Defendant City of New York hereby agrees to pay plaintiff Jicheng Yao Two Thousand Five Hundred (\$2,500.00) Dollars, plus the portion of the total attorneys' fees, costs and expenses set forth in paragraph 8 below, in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action from the beginning of the world to the date of the General Release, including claims for costs, expenses and attorneys' fees.

4. Defendant City of New York hereby agrees to pay plaintiff Jing Ren Chen Thirteen Thousand (\$13,000.00) Dollars, plus the portion of the total attorneys' fees, costs and expenses set forth in paragraph 8 below, in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action from the beginning of the world to the date of the General Release, including claims for costs, expenses and attorneys' fees.

5. Defendant City of New York hereby agrees to pay plaintiff Quanli Qi Twenty Five Thousand (\$25,000.00) Dollars, plus the portion of the total attorneys' fees, costs and expenses set forth in paragraph 8 below, in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the

claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action from the beginning of the world to the date of the General Release, including claims for costs, expenses and attorneys' fees.

6. Defendant City of New York hereby agrees to pay plaintiff Jian Fa Fang Twenty Two Thousand (\$22,000.00) Dollars, plus the portion of the total attorneys' fees, costs and expenses set forth in paragraph 8 below, in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action from the beginning of the world to the date of the General Release, including claims for costs, expenses and attorneys' fees.

7. Defendant City of New York hereby agrees to pay plaintiff Liming Yu Eleven Thousand (\$11,000.00) Dollars, plus the portion of the total attorneys' fees, costs and expenses set forth in paragraph 8 below, in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action from the beginning of the world to the date of the General Release, including claims for costs, expenses and attorneys' fees.

8. Defendant City of New York hereby agrees to pay plaintiffs the total sum of Seventy Thousand (\$70,000) Dollars in full satisfaction of any costs, expenses and attorneys' fees.

9. Plaintiffs shall each execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraphs "2" through "8" above and an Affidavit of Status of Liens. If Medicare has provided

payment and/or benefits for any injury or condition that is the subject of this lawsuit, prior to tendering the requisite documents to effect this settlement, plaintiff shall have notified Medicare and shall submit with the settlement documents a Medicare final demand letter for conditional payments. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. §1395y(b) and 42 C.F.R. §§411.22 through 411.26.

10. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

11. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

12. Plaintiffs agree to hold harmless the City of New York and the individual defendants regarding any liens or past and/or future Medicare payments, presently known or unknown in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, the City reserves the right to issue a multiparty settlement check, naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

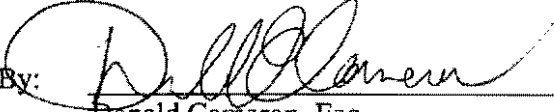
13. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant

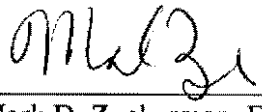
proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York  
May ~~March~~ 6, 2012

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(212) 442-8248

By:   
Donald Cameron, Esq.  
Attorney for Plaintiff

By:   
Mark D. Zuckerman, Esq.  
Senior Counsel

SO ORDERED: <sup>5/11/12</sup>

  
U.S.D.J.

The Clerk shall mark the  
file "closed."  
